

**THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO
THE MONTANA UNIFORM ARBITRATION ACT**

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Mental Health Center, (CONTRACTOR)** enter into this Contract (**03-027-MWP**) for services. The parties name, address, and telephone number are as follows:

Montana Department of Corrections
Centralized Services Division
1539 11th Avenue
P.O. Box 201301
Helena MT 59620-1301
(406) 444-3930

Mental Health Center
1245 North 29th
Billings MT 59102
(406) 252-5658

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide the following services at the Montana Women's Prison (MWP) in Billings:

- A. Psychiatric services, psychology services, and individual and group therapy as clinically indicated and constitutionally mandated.
- B. Psycho-educational models of behavior change as it relates to the above (2(A)).
- C. Crisis Intervention Services.
- D. Administration and co-ordination of programming and psychological services.
- E. Training of Correctional staff in mental health issues, e.g., suicide prevention.

CONTRACTOR agrees to provide the following staff, on-site, at MWP:

- A. Clinical Programs Coordinator:
 - 1. Full time responsibility for coordination of all programming, contract management, fiscal management, direct staff supervision, program development, and provision of direct mental health services. This position must be a Master's Level, Mental Health Professional appropriately licensed in the State of Montana.
- B. Professional Psychological Services:
 - 1. Update evaluation reports as required for Parole Board, community placement, and etc. purposes.
 - 2. Provide clinically indicated individual and group therapy as determined by the Center's Treatment Team.

C. Professional Psychiatric Services:

1. Conducts psychiatric evaluations as clinically indicated through referral by Programs Coordinator in consultation with the Treatment Team and/or Medical Department.
2. Prescribes and monitors psychotropic medications as clinically indicated, utilizing the Department's Drug Formulary and the Department of Corrections Policies.

Staff will be expected to follow DOC guidelines and utilize the formulary for medications or request with a clinical justification the non-formulary medication. Inpatient care is only available at Montana State Hospital, Warm Springs, Montana, and staff will assist with screening for admission if needed.

D. Mental Health Worker:

1. Participate in a therapeutic milieu and perform duties assigned by the Clinical Program Coordinator.

E. Case Manager (Mental Health Community Liaison):

This position will be a full-time, properly trained, Bachelor's level Adult Case Manager who will provide services at MWP and Alternatives, Inc. The position will be responsible for providing the following generally described services and other specified duties as contained within the attached functional job description:

1. Provides services within the prison and/or pre-release setting in preparation for inmate discharge.
2. Coordinates necessary specialized services including psychiatric, psychological, medical, educational and housing based on the needs and desires of the inmate.
3. Assists in developing and implementing realistic, effective discharge planning, and advocates for the inmates before the Board of Pardons.
4. Facilitates inmates' access and utilization of natural community resources including access to Montana State Mental Health Services Plan.
5. Educates inmates, family members and community resource persons concerning mental illness, medication and related issues.
6. Actively develops a working relationship with in-house and community resources and individuals in order to facilitate services for clients.
7. This position will report to the Contractor's Clinical Programs Coordinator.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

- A. Compensation will be paid to CONTRACTOR at the rate of **\$20,784.44** (twenty thousand seven hundred eighty-four dollars and 44/100) per month, not to exceed **\$249,413.28** annually. This rate is inclusive of CONTRACTOR Administration fees.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 business days following receipt of a correctly submitted invoice.
- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use CONTRACTOR'S own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and phone service (e.g., The Department of Corrections does not permit cellular or digital phones within its facilities).

5. TIME OF PERFORMANCE

This Contract shall take effect on February 1, 2003 and shall terminate on January 31, 2004, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed at one (1) year intervals for a period not to exceed a total of five (5) additional years.

6. LIAISON AND NOTICE

- A. Jo Acton, 701 South 27th, Billings MT 59101 (406) 247-5100 or successor serves as DEPARTMENT'S liaison.
- B. Dave Pierce, 1245 North 29th, Billings MT 59102 (406) 252-5658 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the joint property of CONTRACTOR and DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the

Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

- A. CONTRACTOR agrees that he is financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.
- B. CONTRACTOR agrees to protect, defend, and save DEPARTMENT, its elected and appointed officials, agents and employees, while acting with the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, subcontractors, or representatives. Nothing herein shall be construed as an agreement by CONTRACTOR to release, indemnify and hold harmless DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of CONTRACTOR.

10. INSURANCE

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change

in insurance coverage, such as changes in limits, coverage's, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

- C. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

11. **ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. **PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. **ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

18. FREEDOM FROM DISCRIMINATION

All parties of this Contract agree that all hiring must be done on the basis of merit and qualifications. There may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person or persons performing the Contract.

19. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register the CONTRACTOR and any associates covered under this Contract.

20. ARBITRATION

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

21. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

22. SEVERABILITY

A declaration by any court or other binding legal source, that any provision of this Contract is illegal and void, shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

23. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11th Avenue, Helena MT 59620-1301.

SIGNATURE

DEPARTMENT

CONTRACTOR

Jo Acton, Warden
Montana Women's Prison

Dave Pierce
Mental Health Center

Date

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT CONTRACT #03-027-MWP

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Avenue, Helena MT 59620-1301 and **Mental Health Center** (CONTRACTOR) 1245 North 29th Street, Billings MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 1, 2003 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expired on January 31, 2004 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

C. Professional Psychiatric Services:

1. Conducts psychiatric evaluations as clinically indicated through referral by Programs Coordinator in consultation with the Treatment Team and/or Medical Department. Effective July 1, 2004, this position shall provide DEPARTMENT with not less than six (6) hours per week of this service.
2. Prescribes and monitors psychotropic medications as clinically indicated, utilizing the Department's Drug Formulary and the Department of Corrections Policies.

Staff will be expected to follow DOC guidelines and utilize the formulary for medications or request with a clinical justification the non-formulary medication. Inpatient care is only available at Montana State Hospital, Warm Springs, Montana, and staff will assist with screening for admission if needed.

3. COMPENSATION/BILLING

- E. Compensation will be paid to CONTRACTOR at the rate of **\$20,784.44** (twenty thousand seven hundred eighty-four dollars and 44/100) per month through June 30, 2004, not to exceed **\$249,413.28** annually. This rate is inclusive of CONTRACTOR Administration fees. Effective July 1, 2004, this rate will change to \$18,567.02 (eighteen thousand five-hundred sixty-seven and 02/100 dollars) per month, not to exceed \$222,804.19 during FY 05.

5. TIME OF PERFORMANCE

This Contract shall take effect on February 1, 2003 and shall terminate on ~~January 31, 2004~~ June 30, 2005, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed ~~at one (1) year intervals~~ for a period not to exceed a total of ~~five (5)~~ four (4) additional years

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

SIGNATURE

DEPARTMENT

Jo Acton, Warden
Montana Women's Prison

Date

CONTRACTOR

David Pierce, Outpatient Services Director
Mental Health Center

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT

CONTRACT #03-027-MWP

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Mental Health Center** (CONTRACTOR) 1245 North 29th Street, Billings MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 1, 2003 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2005 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

3. COMPENSATION/BILLING

E. Effective July 1, 2005, compensation will be paid to CONTRACTOR at the rate of
~~\$20,784.44 (twenty thousand seven hundred eighty four dollars and 44/100)~~ **\$24,937.50**
(twenty four thousand nine hundred thirty-seven and 50/100 dollars) per month through June
30, 2004 2006, not to exceed \$249,413.28 \$299,250.00 annually. This rate is inclusive of
CONTRACTOR Administration fees and the addition of a Mental Health Worker, beginning
October 1, 2005. Effective July 1, 2004, this rate will change to \$18,567.02 (eighteen
thousand five hundred sixty seven and 02/100 dollars) per month, not to exceed
~~\$222,804.19 during FY 05.~~

5. TIME OF PERFORMANCE

This Contract shall take effect on February 1, 2003 and shall terminate on June 30, ~~2005~~ 2006, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~four (4)~~ three (3) additional years

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Jo Acton, Warden
Montana Women's Prison

Date

CONTRACTOR

David Pierce, Outpatient Services Director
Mental Health Center

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT

CONTRACT #03-027-MWP

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Mental Health Center** (CONTRACTOR) 1245 North 29th Street, Billings, Montana 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 1, 2003 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2006 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

3. COMPENSATION/BILLING

- E. Effective July 1, ~~2005~~ 2006, compensation will be paid to CONTRACTOR at the rate of ~~\$24,937.50 (twenty four thousand nine hundred thirty seven and 50/100 dollars)~~ \$25,774.37 (twenty five thousand seven hundred seventy four and 37/100 dollars) per month through June 30, ~~2006~~ 2007, not to exceed ~~\$299,250.00~~ \$309,292.50 annually. This rate is inclusive of CONTRACTOR Administration fees and the addition of a Mental Health Worker, beginning October 1, 2005. This rate is also inclusive of a two (2) percent cost of living raise, effective July 1, 2006.

5. TIME OF PERFORMANCE

This Contract shall take effect on February 1, 2003 and shall terminate on June 30, ~~2006~~ 2007, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~three (3)~~ two (2) additional years

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Jo Acton, Warden
Montana Women's Prison

Date

CONTRACTOR

David Pierce, Outpatient Services Director
Mental Health Center

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date